

# EXHIBIT 8

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE  
CIVIL ACTION NO. 02-2917 (JEI)

PATRICK BRADY, et al.,

Plaintiffs,

vs.

AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL,

Defendant.

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January 29, 2013  
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Oral sworn videotaped deposition  
of RIKK SALAMAT, Case Lab, Inc., 288 Clinton Street,  
Toronto, Ontario, was taken at the law office of  
Archer & Greiner, 1650 Market Street, Philadelphia,  
Pennsylvania, before Jean B. Delaney, Certified  
Shorthand Reporter and Notary Public of the State of  
New Jersey, on the above date, commencing at 9:30  
a.m., there being present:

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1 of retirement, for instance. I can't recall  
2 specifically what age we used, but in calculating  
3 future damages, we have to assume some average age  
4 of retirement at which pilots are going to leave and  
5 provide advancement opportunities for other pilots,  
6 so there would be an assumption about that.

7 Assumption about future interest rates.

8 Those are the two that I would recall off the  
9 top of my head.

10 Q Can you recall any others, as you sit  
11 here today?

12 A I can't -- I can't recall any others.  
13 I mean, as I say, if there are other assumptions,  
14 I'm sure they would be mentioned in the report.

15 Q They would be identified as assumptions  
16 in the report?

17 A Yes.

18 Q Were you asked to make any assumptions  
19 by counsel for the class?

20 A No.

21 Q Did you make any assumptions about  
22 TWA's financial condition at the time of the  
23 American Airlines transaction?

24 A No, I didn't.

25 Q Did you do any analysis to understand

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1 TWA's financial condition at the time of the  
2 transaction?

3 A No, I did not.

4 Q Did you make any assumptions about  
5 TWA's viability as an air carrier in the absence of  
6 the American Airlines transaction?

7 A No, I did not.

8 Q Did you make any assumptions in your  
9 report about the operation of the St. Louis fence?

10 A I mean, I assumed there was a St. Louis  
11 fence and that it had a certain impact on the TWA  
12 pilots, but I think the fence is a given. I don't  
13 think there is any assumptions that need to be made  
14 about it.

15 Q And how did you form your understanding  
16 of how the St. Louis fence would operate?

17 A From the Supplement CC agreement.

18 Q From reading the text of Supplement CC?

19 A That's correct.

20 Q And did you interpret Supplement CC on  
21 your own with regard to how the fence would work?

22 A Well, I mean, I had the text of  
23 Supplement CC, plus I had the employment history of  
24 all the TWA pilots for the last decade, so I could  
25 see how it works. I could see what base they were

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1 of -- of, you know, the particular aircraft they  
2 were flying.

3 Q Did you do anything to undertake an  
4 analysis of the number of pilot jobs that TWA would  
5 be bringing to a merged entity?

6 A Some.

7 Q What did you do in that regard?

8 A I looked at how many pilot positions on  
9 those -- those pieces of equipment were left as of,  
10 I guess, 18 months after the merger.

11 Q Did you do anything else?

12 A No.

13 Q Did you undertake any analysis of TWA's  
14 viability as a going concern on a standalone basis?

15 A No, I did not.

16 Q Is that something that would be  
17 relevant to the pre-transaction career expectations  
18 of the TWA pilots?

19 A No. To the extent that they were still  
20 operating as of the merger, no.

21 Q What about if they were expected to  
22 stop operating within a matter of months? Would  
23 that affect their pre-transaction career  
24 expectations?

25 A Not in my opinion, no.